UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD

Knight Protective Service, Inc., and Phair Security Solutions, Inc., Joint Employers, Respondents,

Case No. 5-CA-36224

United Security & Police Officers Association ("USPOA"), Charging Party,

RESPONSE OF PHAIR SECURITY SOLUTIONS, INC. TO ORDER TO SHOW CAUSE

Phair Security Solutions, Inc. ("Phair") responds to the Order to Show Cause herein ("OTC"), dated January 18, 2012, as follows:

- 1. The OTC requires Phair to respond to a purported "November 4, 2011" "Motion" for inter alia, summary judgment. Neither Phair nor its undersigned counsel ever received nor were served with any such motion and, indeed, never learned of the existence of any such motion until reading a reference to it in the subject OTC last week. Obviously, therefore, Phair cannot respond to an OTC which is based on document it never received.
- 2. Notwithstanding, in a "what is this all about?" telephone call to counsel for the General Counsel on January 25, 2012 (Sean Marshall, Esq. who negotiated the underlying settlement agreement herein, *infra*) Mr. Marshall represented to the undersigned that he was not involved for the submission of November 4, 2011 motion, *supra*, but that he understood that said motion (again, never received by Phair) sought to dismiss Phair from this action. While Phair cannot respond to a motion it never has received, Phair does respond to the OTC (because it has been ordered to do so) to the limited extent of stating that Phair should be dismissed from this action in the entirety, on the following grounds:
 - a. Following the settlement agreement herein (covering Phair's work as a subcontractor to Knight for security services limited to two sites), Phair met in face to face good faith collective bargaining negotiations with USPOA, resulting

- in a fully signed Memorandum of Agreement between Phair and the Union on May 10, 2011¹.
- b. Thereafter, on May 18, 2011, Knight gave written notice to Phair that Knight was terminating Phair's subject subcontract on all on its work, effective June 1, 2011, after which Phair, therefore, was removed from both job sites and ceased any relationship as employer of any employees covered by the NLRB settlement agreement and any further relationship with Knight, and received no further contact from the Union.
- c. On June 20, 2011, Phair received notice from the Regional Director that this case was closed upon compliance. Phair never heard of anything further about this matter until it received the subject OTC referencing motions never received by -- and assumedly never even attempted to have been served upon -- Phair.

For the foregoing reasons, to the extent Phair has informally been advised, *supra*, that the motion which was not served on it seeks to dismiss this action as to Phair, Phair supports that portion of said purported motion as its limited response to this OTC.

Respectfully submitted,

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Certificate of electronic service: The undersigned certifies that on this 27th day of January 2012, he caused the within document to have been e-filed with the NLRB, with service copies simultaneously e mailed to Counsel for the General Counsel at sean.marshall@nlrb.gov, counsel for Knight at MCampbell@shulmanrogers.com, and the representative of the Union at AssaneBa@aol.com.

¹ By that MOA, the Union agreed in writing that some specified economic terms in the otherwise-complete CBA would be negotiated by the Union with Knight rather than Phair – thereby waiving any further CBA bargaining obligation by Phair to the Union.